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6 Attorneys for Plaintiff
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8
 9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA
 (Oakland Division)

11 De Sol Corp., Inc., a California corporation,
 12 Plaintiff,

13 vs.

14 Vegas Connection, Inc., a California
 15 corporation; Omar Awad, an individual;
 Jahangir Shahriari, an individual,

16 Defendants.

Case No. 4:07 CV-04107-SBA

**JOINT CASE MANAGEMENT
 STATEMENT OF PLAINTIFF DE SOL
 CORP., INC. AND DEFENDANTS
 VEGAS CONNECTION, INC., OMAR
 AWAD, AND JAHANGIR SHAHRIARI**

Date: December 18, 2007

Time: 1:00 p.m.

Dept.: 3

19 Plaintiff De Sol Corp., Inc. and Defendants Vegas Connection, Inc., Omar Awad, and
 20 Jahangir Shahriari hereby submit a Joint Case Management Statement.

21 1. Jurisdiction and Service. This action arises under the Perishable Agricultural
 22 Commodities Act of 1930 (7 U.S.C. § 499a et seq.) The Court has jurisdiction over this
 23 action under 28 U.S.C. § 1331 (federal question), more specifically 7 U.S.C. §§ 499e(b)
 24 and 499e(c)(5). Plaintiff asserts that venue is proper in this Court pursuant to 28 U.S.C. §
 25 1391(b)(2) in that a substantial part of the events or omissions giving rise to Plaintiff's
 26 claims occurred in the Northern District of California. The defendants dispute that the
 27 Northern District is the proper venue and have filed a motion to transfer venue to the

Central District of California. Defendant Omar Awad was served by substituted service. After Mr. Awad was served the remaining defendants agreed to accept service through their counsel John B. Richards. Thus, no parties remain to be served.

4 2. Facts. Plaintiff alleges it delivered perishable produce, which was imported from
5 Mexico, to defendants' location in Los Angeles between January and June 2007.
6 Plaintiff alleges that defendants failed to pay for some of that produce. Plaintiff claims
7 \$151,181.77 in damages related to the unpaid shipments of produce, plus costs and
8 attorney's fees and interest. Defendants dispute the amount owed, and claim that some of
9 the produce went unaccounted for and that Plaintiff or Plaintiff's associates dumped the
10 missing produce it the garbage without defendants' knowledge or consent. Plaintiff
11 disputes these claims.

12 3. Legal issues. At the current time, the only disputed legal issues relate to venue - whether
13 the Northern or Central District is appropriate.

14 4. Motions. Defendants' motion to transfer venue to the Central District of California is set
15 to be heard by the Court on December 18, 2007. No other motions are scheduled at this
16 time.

17 5. Amendment of Pleadings. The parties do not anticipate amending or dismissing claims
18 and/or defenses at this time. Defendants have indicated their intent to possibly file
19 counter-claims against Plaintiff.

20 6. Evidence preservation. All parties have taken steps to preserve documentary and other
21 evidence to support their claims and defenses.

22 7. Disclosures. The parties have not made initial disclosures to date. The parties and
23 counsel are presently working on a settlement of Plaintiff's claims and anticipate a final
24 settlement and dismissal/stipulated judgment shortly.

1 8. Discovery. The parties have not conducted any discover to date. The parties and counsel
2 are presently working on a settlement of Plaintiff's claims and anticipate a final
3 settlement and dismissal/stipulated judgment shortly.

4 9. Class action. Not applicable.

5 10. Related cases. No related cases.

6 11. Relief. Plaintiff seeks \$151,181.77 in damages related to the unpaid shipments of
7 produce, plus costs and attorney's fees and interest.

8 12. Settlement and ADR. All parties have agreed in principle to participate in ADR to
9 resolve this dispute, however, the parties have not made specific arrangements.
10 However, it should be noted that the parties and counsel are presently working on a
11 settlement of Plaintiff's claims and anticipate a final settlement shortly.

12 13. Magistrate Judge. The parties are not opposed to a Magistrate Judge handling this case.

13 14. Other references. Not applicable to this case.

14 15. Narrowing of Issues. None at this time.

15 16. Expedited Schedule. The parties are agreeable to an early settlement conference with a
16 Magistrate Judge should the case not settle as indicated above.

17 17. Scheduling. The parties do not have proposed dates for trial, discovery cutoff and/or
18 designation of experts at this time.

19 18. Trial. All parties request a jury trial.

20 19. Disclosure of Non-party Interested Entities or Persons. Not applicable to this case.

21 DATED: December 10, 2007 GREENE, CHAUVEL, DESCALSO & MINOLETTI

22 BY: _____
23 BRANDON L. REEVES
24 Attorneys for Plaintiff

25 LAW OFFICES OF JOHN B. RICHARDS

26 BY: _____
27 JOHN B. RICHARDS
28 Attorneys for Defendants